

04 DEC 15 PM 3:38

*Aspen: 565566B*  
WELL AGREEMENT

AGREEMENT, January 22, 2004, between Kenneth E. Smith and Maudie L. Smith (first party), and Willa Dean Morris (second parties).

WITNESSETH:

State of Oregon, County of Klamath  
Recorded 12/15/04 3:38 p m  
Vol M04 Pg 85950-54  
Linda Smith, County Clerk  
Fee \$ 41.00 # of Pgs 5

First Parties are the owners of the following described real property:  
(Legal Description Attached)

Second Parties are the owners of the following described real property:

(Legal Description attached)

First Parties have upon their property a well which the parties wish to allow Second parties to use for their domestic water supply.

The parties wish to enter into an agreement for the operation, maintenance and repair of said well,

NOW, THEREFORE, in consideration of the premises, the parties covenant and agree to and with each other as follows:

- (1) Each of the parties shall be solely responsible for the maintenance, repair and replacement of the water lines from the shut off valve at the pump house to their own premises, but the cost of all future maintenance, replacements and improvements, and electricity for the pump, of the well and casing shall be born equally by the parties and their heirs and /or assigns. It is agreed that the cost of the electricity for the pump house shall be at the rate of \$15.00 per month per parcel from the time of execution of this document and parties shall have the right to renegotiate this fee annually based on the Pacific Power & Light calculations.
- (2) First Parties grant to Second Parties, their heirs, grantees and/or assigns for the benefit of Second Parties' said property, perpetual right in and to said water well and of ingress and egress upon said property of First Parties for the sole purpose of replacing the pipes from the shut off valve at the pump house to the Second parties premises. First Parties have the right to access to the Power Pole where the Meter for the Well is located.
- (3) It is mutually covenanted and hereby agreed by all the parties hereto on behalf of themselves, their heirs, grantees and/or assigns, that in the event that any owner of either of said parcels of land shall at any time hereafter institute any suit, action or proceeding to enforce any of the covenants or agreements herein contained and/or for damages for the breach of same, that the Court may award the prevailing party in such suit, action or proceeding such sums as it may adjudge reasonable for said prevailing party's Attorney's fees therein; in addition to the usual costs and disbursements provided by law.

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- (4) If the well fails or if there is no water, through no fault of either parties, the parties hereby agree to pursue their own water source and pay their own costs involved. In the event the parties pursue their own water source the parties further agree to terminate this Well Agreement.
- (5) This Agreement shall bind and inure to each of said parcels of land and be appurtenant thereto and run therewith.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals the day and year first herein written.

First Parties:

Kenneth E. Smith  
Kenneth E Smith

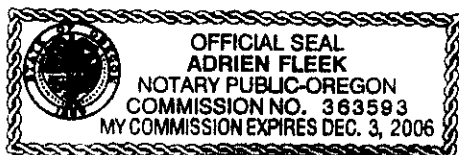
Maudie L. Smith  
Maudie L. Smith

Second Parties:

Willa Dean Morris  
Willa Dean Morris

STATE OF OREGON                    )  
  )ss  
County of Klamath                )

On Jan. 21, 04 personally appeared the above named Kenneth E. Smith  
and Maudie L. Smith who acknowledged the foregoing instrument to be their  
voluntary act and deed.



Before me: Adrien Fleeck  
Notary Public for: Oregon  
My Comm expires: 12/3/06

STATE OF OREGON                    )  
  )ss  
County of Klamath                )

On Jan. 23, 04 personally appeared the above named William Dean Morris  
and \_\_\_\_\_ who acknowledged the foregoing instrument to be their  
voluntary act and deed.

Before me: \_\_\_\_\_  
Notary Public for: \_\_\_\_\_  
My Comm expires: \_\_\_\_\_

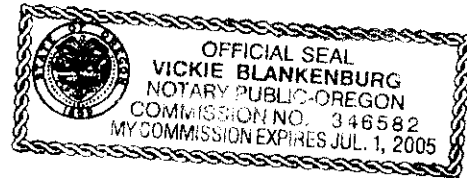
85952

STATE OF OREGON

COUNTY OF Clatsop

The foregoing instrument was acknowledged before me this 23 day of Jan, 04, by William Dean Morris who executed the within instrument as \_\_\_\_\_ voluntary act and deed.

Vickie Blankenburg  
Notary Public for Oregon  
My commission expires 7/01/05



**\*\* FIRST PARTIES***Exhibit A*

All of that portion of the N 1/2 of the NE 1/4 of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying South of the U.S.R.S. Dixon Drain. EXCEPTING the following described tract:

Beginning at a point which lies South along the Section line a distance of 859.1 feet from the iron pin which marks the Northeast corner of Section 24, Township 39 South, Range 9 East of the Willamette Meridian and running thence: Continuing South along the Section line a distance of 468.5 feet to the 40 corner; thence South 88° 57' West along the 40 line a distance of 742 feet to an iron pin; thence North parallel to the Section line a distance of 468.5 feet to an iron pin; thence North 88° 57' East parallel to the 40 line a distance of 742 feet, more or less, to the point of beginning.

ALSO EXCEPTING THEREFROM a portion of the N 1/2 of the NE 1/4 of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the South line of the South Dixon Drain, where it meets the Easterly line of said Section 24; thence South 195 feet; thence West 120 feet; thence South 65 feet; thence West 10 feet; thence North 90 feet; thence West 179 feet; thence North 228 feet, more or less, to the South line of said Dixon Drain; thence Easterly along said Dixon Drain to the point of beginning.

FURTHER EXCEPTING any portion that lies within State Highway 39.

**\*\* SECOND PARTIES*****Exhibit A***

a portion of the N 1/2 of the NE 1/4 of Section 24, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the South line of the South Dixon Drain, where it meets the Easterly line of said Section 24; thence South 195 feet; thence West 120 feet; thence South 65 feet; thence West 10 feet; thence North 90 feet; thence West 179 feet; thence North 228 feet, more or less, to the South line of said Dixon Drain; thence Easterly along said Dixon Drain to the point of beginning.

FURTHER EXCEPTING any portion that lies within State Highway 39.